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राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शुक्रवार, 02 जनवरी, 2026 / 12 पौष, 1947

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Shimla-171 001, the 11th December, 2025

No. LEP-E/1/2024.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards

of the following cases announced by the **Presiding Judge, Labour Court-*cum*-Industrial Tribunal, Kangra at Dharamshala (H.P.)** on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* **"e-Gazette":—**

Sl. No.	Ref./ No.	Petitioner	Respondent	Date of Award/Order
1.	54/22	Karnail Singh	M/S Bector Food Specialist Ltd. &Anr.	13-10-2025
2.	88/22	Bhag Singh	E.E. HPSEBL Sunder Nagar	28-10-2025
3.	32/20	Jeevan Kumar	Principal Govt. Medical College Chamba & Anr.	28-10-2025
4.	102/20	Vikas Kaul	M/S GVK EMRI, Solan.	30-10-2025
5.	118/21	Sushil Kumar	-do-	30-10-2025
6.	261/14	President/Secy. International Roerich Trust	Manager International Roerich Memorial Trust Kullu & Anr.	30-10-2025

By order
Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)

Reference No. : 54/2022

Date of Institution : 10-5-2022

Date of Decision : 13-10-2025

Shri Karnail Singh s/o Shri Rakha Ram, r/o Village Saowal, P.O. Dhulahar, Tehsil Haroli, District Una, H.P. ..*Petitioner*.

Versus

1. The Managing Director, M/s Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Principal Employer)

2. The General Manager, M/s Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Principal Employer)

3. Shri Satnam Lal, c/o M/s Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Contractor) ..*Respondents*.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For Respondent(s) No. 1 & 2 : Sh. Sanjeev Gupta, Ld. Adv.

For Respondent No. 3 : Already exparte

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Joint Labour Commissioner.

"Whether the termination of services of Shri Karnail Singh s/o Shri Rakha Ram, r/o Village Saowal, P.O. Dhulahar, Tehsil Haroli, District Una, H.P. by (i) the Managing Director, M/S Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Principal Employer), (ii) the General Manager, M/S Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Principal Employer) (iii) Shri Satnam Lal, C/O M/S Mrs. Bector Food Specialities Limited, Tahliwal, Tehsil & District Una, H.P. (Contractor), *w.e.f.* 24-10-2016, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. After receipt of above said reference, a corrigendum reference dated 20th October, 2022 has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner which reads as follows:—

"**Whereas, a reference has been made to Ld. Labour Court-cum-Industrial Tribunal, Kangra at Dharamshala, District Kangra, H.P. vide Notification of even Number dated 26-04-2022 for legal adjudication. However, inadvertently, father's name of the workman has wrongly been mentioned as Shri Rakha Ram instead of Shri Rakha Singh.**

Therefore, in the reference notification dated 26-04-2022, the father's name of the workman may be reads as "Shri Rakha Singh" instead of "Shri Rakha Ram".

3. The brief facts as stated in the claim petition are that the petitioner was employed as Mazdoor at Tahliwal by the company *w.e.f.* 1.1.2004 and as such he worked for loading the material on piece rate system. The petitioner has submitted that he had worked under supervision of Mr. Satnam Lal, who was acted as supervisor. It is asserted that there was no complaint against the work and conduct of the entire period of the services of petitioner however suddenly his (petitioner's) gate entry was orally stopped by the General Manager of the factory. No inquiry was held as well as no show cause notice was served upon the petitioner but his termination was done by the General Manager. It is asserted that all the other workers were taken back in service in the month of November, 2016 but the management had not allowed the petitioner to join the duty. He asserted that he had completed more than 240 days of continuous service preceding the date of his termination in each year of service. It is asserted that no one month's notice nor paid wages in lieu of notice as required under Section 25-F (a) of the Industrial Disputes Act, 1947, no retrenchment compensation was paid to the petitioner under Section 25-F (b) of the Industrial Disputes Act, 1947. It is asserted that at the time of termination of the services of the petitioner he was drawing Rs.16000/- per month. He asserted that fresh hands were engaged by the company after termination of the petitioner and as such the management had violated the provisions of Section 25 Clause H of

the Industrial Disputes Act, 1947. In view of the above it is prayed he may be reinstated with full back wages and other benefits with heavy costs.

4. In reply to the claim petition on behalf of respondents no.1 and 2 preliminary objections qua maintainability, suppression of material facts have been raised. On merits, it is asserted that the petitioner was not associated with the company in any manner and he was not employee as well as roll of the company. Other averments parawise made in the petition were denied and it is prayed that the claim deserves to be dismissed.

5. No rejoinder was filed by the petitioner.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the termination of services of the petitioner by the respondents *w.e.f.* 24.10.2016 is/are illegal and unjustified, as alleged? ..*OPP.*

2. If issue no.1 is proved in affirmative, to what relief, the petitioner is entitled to? ..*OPP.*

3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*

4. Whether the petitioner has not come to this Court with clean hands and has suppressed the material facts, as alleged. If so, its effect? ..*OPR.*

5. Relief.

7. I have heard the learned counsel for respondents no.1 and 2 at length and records perused.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No.1	: No
Issue No.2	: No
Issue No.3	: Yes
Issue No.4.	: Redundant
Relief.	: Claim Petition is dismissed per operative portion of the Award.

REASONS FOR FINDINGS

Issues No. 1 to 4

9. All the issues shall be taken up together for the purpose of adjudication.

10. The petitioner in the present case failed to appear before this court as he was served for last three dates through his family members i.e. brother and his wife. It is also mentioned in the

report that these family members are residing along-with the petitioner. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957.

> **"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."**

11. It is argued by learned counsel for respondents no.1and 2 that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant/petitioner. The learned counsel for respondents no.1 and 2 has further submitted that considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

12. The perusal of the case file shows that the petitioner has received the summons of the court through their family members as ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed produce the evidence but despite having knowledge of the proceedings failed to appear before this court hence petitioner was proceeded ex parte. The onus of proving the fact that termination of the services of the petitioner by the respondents *w.e.f.* 24.10.2016 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:-

> **"22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."**

13. Hon'ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed ex parte and pass an ex parte award. The award, ex parte or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

14. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

Relief

15. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 13th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**),**
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 88/2022

Date of Institution : 14-9-2022

Date of Decision : 28-10-2025

Shri Bhag Singh s/o Shri Hira Singh, r/o Village Kathalag, P.O. Padhiun, Tehsil Sadar, District Mandi, H.P. *..Petitioner.*

Versus

The Executive Engineer, H.P.S.E.B. Electrical Division, Sunder Nagar, District Mandi, H.P. *..Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Neeraj Bhatnagar, Ld. Adv.

: Sh. Anmol Bhatnagar, Ld. Adv.

For Respondent : Sh. Anand Sharma, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/ Labour Commissioner.

I. "Whether the dispute raised by the petitioner Shri Bhag Singh s/o Shri Hira Singh, r/o Village Kathalag, P.O. Padhiun, Tehsil Sadar, District Mandi, H.P. regarding illegal termination of his daily wages services *w.e.f.* 01-04-2001 vide demand notice dated 06-07-2016 suffers from long delay and laches? If yes, what are its consequences? If not what kind of relief he is entitled to?"

II. "Whether termination of daily wages services of Shri Bhag Singh s/o Shri Hira Singh, r/o Village Kathalag, P.O. Padhiun, Tehsil Sadar, District Mandi, H.P. by the Executive Engineer, Electrical Sub Division, H.P.S.E.B. Limited Sunder Nagar, District Mandi, H.P. *w.e.f.* 01-04-2001, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of service benefits, back wages, seniority and compensation the above workman is entitled to under the Industrial Disputes Act,1947?"

2. The brief facts as stated in the claim petition are that the petitioner was engaged as beldar on daily wage basis during 1st October, 1998 and he worked upto 31.3.2001 with the respondent Board HPSEB Sub Division Ratti, Nehar Chowk under Electrical Division Sundernagar. It is alleged that the services of the petitioner were terminated orally in violation of the provisions of Sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 which was impermissible under law and the action of the respondent authority was arbitrary and illegal. It is submitted that the services of the petitioner were terminated *w.e.f.* 1.4.2001 without issuing any notice or complying the mandatory provisions of the Industrial Disputes Act, 1947. It is asserted that when applicant/petitioner came to know from reliable sources only during May, 2009 that the electricity board had retained the services of persons junior namely Karam Singh, Rakesh Guleria and Surat Kumar. Thereafter the applicant/petitioner had submitted his demand on 3.6.2009 to the Labour-*cum*-Conciliation Officer Mandi for initiating conciliation proceedings however the conciliation proceeding failed and vide order dated 24.5.2010 the Labour Commissioner had refused to send the matter by way of reference to the court on the ground that petitioner/applicant had not completed 240 days in preceding 12 months prior to the date of his termination of services as well as delay of 8 years and there was no fresh cause of action in the favour of petitioner. Feeling aggrieved against the rejection order of Labour Commissioner, the applicant/petitioner had filed Writ Petition before Hon'ble High Court which was registered as CWP No.5086/2010. Since there were other similar matters and the Division Bench of Hon'ble High Court has passed a common judgment on 10.4.2012 in CWP No.259/2010 titled as Hem Raj vs. State of HP. and Ors. whereby the case of the petitioners were rejected being covered by full decision of the Hon'ble High Court. After obtained copy of judgment the applicant along-with similar situated workmen has made detailed representation to the officials of the board, specifically mentioned the names of junior persons as well as the name of fresh hands engaged by them in different divisions/sub divisions and requested them to engage the petitioner. The applicant/petitioner had obtained information under RTI that the electricity board had also engaged three new persons namely Ravti Ram, Manish Kumar and Kiran Kumar during July, 2012. Since the respondent employer did not take any action on the representations of the petitioners, the applicant/petitioner including other similar situated workmen feeling aggrieved have filed writ petition before the Hon'ble High Court by way of CWP No.6238/2014 and as such the Hon'ble High Court has passed a common judgment on 11.4.2016 in Nikka Ram vs. HPSEBL and others' case, whereas the petitioner was permitted to withdraw the writ petition with liberty to seek appropriate remedy in view of law laid down by the Hon'ble Apex Court in Ragubir Singh vs. General Manager Haryana Roadways Hisar reported in 2014 AIR SCW 5515. The applicant along-with others obtained a copy of judgment and submitted a detailed application/representation on 19.6.2016 to the management as well as copies to the Labour –*cum*-Conciliation Officer Mandi however Labour Commissioner had not accepted the representation rather told petitioner to file the same in the form of demand notice. Accordingly the applicant has submitted a demand notice in the month of July, 2016. However the Labour Commissioner rejected and refused to send reference to the court vide order dated 16.1.2018. Thereafter the petitioner has filed Civil Writ Petition before the Hon'ble High Court and the same was dismissed. Feeling aggrieved the petitioner has preferred Letter Patent Appeal before the Hon'ble High Court against judgment dated 19.8.2020 whereas the Hon'ble High Court has allowed the LPA vide judgment dated 14th July 2022 in which *"it was held that the orders passed by the Learned Writ Court in CWP No.2205/2018 dated 19.8.2020 cannot be sustained and are accordingly set aside and a direction is issued to the Government to make reference of the dispute to the Labour court. It shall include the questions as to whether the petitioner would be entitled to any relief and if so with reference to delay and laches on his part".* It is alleged that the services of the petitioner were terminated illegally and arbitrary by the respondent. It is asserted that there was no delay and laches on the part of the petitioner. It is asserted that the Establishment of the respondent is an industrial establishment as defined in the Industrial Disputes Act, 1947. It is emphasised that the petitioner had rendered continuous service in the respondent department since October, 1998 upto 31.3.2001. It is prayed that the respondent may be directed to reinstate the

services of petitioner with full back wages and to pay all benefits along-with consequential service benefits, seniority, arrears or difference of wages etc. in the interest of justice.

3. In reply to the claim petition preliminary objections qua cause of action, locus standi, suppression of material facts, claim petition being time barred, estopple and petition being hit by the principle of res-judicata have been raised. On merits, it is submitted that the claim of the petitioner is time barred as well as hit by the principle of delay and laches. It is submitted that the petitioner was engaged in October, 1998 by the respondent but he had not completed 240 days in any calendar year and worked for 41 days only upto the end of January, 1999. Thereafter he had worked for 66 days only in the year 1999, 86 days in 2000, 62 days in 2001 and thereafter petitioner had left the services of the respondent. The present petition is not maintainable against the respondent and as such there was no industrial dispute between the respondent and the petitioner as the petitioner had not completed requisite period of 240 days in any calendar year and the provisions of the Industrial Disputes Act, 1947 is not attracted in the present case. It is asserted that the respondent had never terminated the services of the petitioner but he had abandoned the service of the respondent at his own sweet will and never turned back. It is submitted that at present there is no work available with the respondent and services of the petitioner are not required by the respondent. Moreover the petitioner remained in deep slumber for more than two decades and approached the forum after lapse of two decades hence the claim of petitioner is alleged to be totally barred by limitation. It is asserted that the persons who had been re-engaged by the respondent were on the orders of Hon'ble High Court of H.P. and Tribunal. It is asserted that no fresh recruitments were made by the respondent and as such the claim petition filed by the petitioner discloses no enforceable cause of action and the claim of petitioner is barred by limitation hence the question of violating the provisions of Sections 25-F, 25-G, 25-H and 25-N of the Industrial Disputes Act, 1947 does not arise at all and as such the petition of the petitioner is not maintainable and the same is liable to be dismissed. It is asserted that the petitioner had never completed 240 days of work in any calendar year and left the services of the respondent at his own sweet will and never met or represented his grievance to the respondent. Other parawise averments made in the petition were denied and it is prayed that the claim of the petitioner deserves to be dismissed.

4. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the respondent has illegally terminated the services of the petitioner *w.e.f.* 01.04.2001 vide demand notice dated 06.07.2016 without complying with the provisions of the Industrial Disputes Act,1947, as alleged? ..*OPP.*

2. If issue no.1 is proved in affirmative, whether the petitioner is entitled to service benefit, back wages, seniority and compensation as claimed? ..*OPP.*

3. Whether the claim is barred due to delay and latches? ..*OPR.*

4. Whether the petitioner has no cause of action and locus standi to file the present claim, as alleged? ..*OPR.*

5. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..*OPR.*

6. Whether the claim is barred by limitation? ..*OPR.*

7. Relief.

6. The petitioner in order to prove his case has produced on record his affidavit Ext.PW1/A and documents Ext. P1 to Ext. P9.

7. Respondent on the other hand has examined Er. Mohit Tandon, Senior Executive Engineer, HPSEBL, Sunder Nagar, District Mandi by way of affidavit Ext. RW1/A.

8. I have heard the learned AR/Counsel for the petitioner as well as learned Assistant District Attorney for the respondent at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: Partly Yes
Issue No. 2	: Decided accordingly
Issue No. 3	: No
Issue No. 4	: No
Issue No. 5	: No
Issue No. 6	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

10. The petitioner has stated on oath that he was employed on daily wage basis during October, 1998 and he worked with the respondent as such till 31.3.2001. He has also alleged that his services were illegally terminated by the respondent orally. Respondent however asserted and pleaded that petitioner had not completed 240 days of work in any calendar year. The factum of employment of petitioner by the respondent has however not been clearly denied.

11. Petitioner in his cross-examination has denied that he was a casual labourer and had not completed 240 days of work in any calendar year as a workman. Petitioner has admitted that he was worked for 41 days *w.e.f.* October, 1998 to January, 1999 but denied that he worked only 66 days in the year 1999, 86 days in the year 2000 and 62 days in the year 2001. RW1 Engineer Mohit Tandon has admitted that petitioner was employed as daily wage beldar from 1.1.1998 to 31.3.2001 and he also admitted that petitioner had worked as such for the above mentioned period. He has also admitted that no mandays chart of the petitioner had been produced by the respondent on the file nor any attendance record has been produced. This witness has also stated that he could not produced such record in court. He admitted that the attendance record of workmen is maintained by the respondent department and it also bears the signatures of the workmen. It is pertinent to mention here that once the respondent witness has admitted the employment of petitioner as daily wage worker from 1.1.1998 to 31.3.2001 and also the fact that respondent keep record of attendance of the workers, the non production of the payment/attendance record/mandays

chart of the petitioner by the respondent while working with the respondent department amounts to suppression of material documents which are essential for adjudication of the dispute between the parties. Admittedly the such record of workmen is maintained by the respondent but has not been produced by them before this court for unexplained reason. The respondent has admitted that the petitioner was employed with them *w.e.f.* 1.9.1998 to 31.3.2001 they cannot insist that petitioner had not completed 240 days of continuous service in the last calendar year of his employment. Considering existence of such attendance record an adverse inference needs to be raised against the respondent to the effect that such record produced would not have reflected the contention of the respondent.

12. It is also asserted by RW1 Shri Mohit Tandon that the petitioner was engaged by the respondent. But he left the work at his own will and that he abandoned his job. No specific documents or any other material evidence could be produced by the respondent to corroborate this contention raised by RW1 Shri Mohit Tandon.

13. The petitioner has alleged that respondent had not only terminated his services in violation of the provisions of the Industrial Disputes Act however they had also subsequently employed of other persons on the similar post. During this process no notice was ever issued to the petitioner to join the service even though he (petitioner) had been continuously raising the industrial dispute with the respondent and approaching the respondent time and again to re-employ him. RW1 Shri Mohit Tandon has not denied but merely shown ignorance to the suggestion that some junior workmen were employed after the termination of the petitioner in the year 2009 and they are continuously working with the respondent since the year 2009. He has shown his ignorance about the information under RTI Act regarding which it was informed that three new workmen namely Ravti Ram, Manish Kumar and Kiran Kumar have been employed in the year 2012. The copy of information given by the department of the respondent is Ext. PG which clearly shows that three persons were employed by the respondent in the year 2012. It is also established that persons junior to the petitioner had still continued as they are employed with the respondent after his termination. On the basis of oral and documentary evidence which has been produced before this court by the parties it can safely be concluded that petitioner was employed by the respondent from the year 1998 till the year 2001 had completed more than 240 days of work in each calendar year of his services. There is no proof of abandonment of service by the petitioner which clearly points towards the fact that his services were terminated by the respondent without any notice and compliance of the provisions of Section 25 Clause F of the Industrial Disputes Act, 1947. The subsequent employment of the workers and continuation of persons junior to the petitioner in the department on similar post also points towards the violation of Sections 25-G and 25-H of the Industrial Disputes Act, 1947 and issue no.1 is accordingly decided in the favour of the petitioner.

Issue No. 2

14. The petitioner has established the violation of the provisions of the Industrial Disputes Act, 1947 by the respondent. The petitioner had alleged termination in the year 2001 he has stated in the claim that the knowledge of employment of the persons on his post was received by him in May, 2009. Subsequent to the year 2009 he was continuously involved in litigation by way of pleadings and other raising industrial dispute against the respondent. The violation of the provisions of the Industrial Disputes Act writ large from the evidence hence the petitioner is entitled for the relief of reinstatement on similar post along-with seniority and continuity of service from the date of his initial employment. The petitioner is also entitled for lump sum compensation of Rs.2 lakh in lieu of the back wages. Hence this issue is decided accordingly.

Issues No. 3 and 6

15. The specific issue regarding the delay, laches and limitation has been raised on behalf of the respondent in this case. The primary contention raised by learned Counsel for respondent is that the petitioner raised the dispute after period of eight years from the date of his alleged termination. It is pertinent to mention here that the petitioner has explained in the claim petition regarding his knowledge with respect to employment of person juniors to him in the year 2009. This fact is not expressly denied by RW1 Shri Mohit Tandon in his cross-examination he merely expressed his ignorance to this fact. Subsequently the petitioner had simultaneously approached the appropriate authority as well as the Hon'ble High Court with regard to the maintainability of his claim against the respondent. Finally on the basis of order passed by the Hon'ble High Court in CWP No.2205/2018 the appropriate authority was directed to make reference of the dispute raised by the petitioner. No doubt demand notice was only made *w.e.f.* 6.7.2016 even though initially the petitioner has raised dispute in the year 2010 by way of demand notice which was not acted upon. The copy of the various orders passed by Hon'ble High Court clearly points towards the fact that the petitioner had continuously and diligently litigated his claim before the appropriate authority as well as before the judicial forum after raising the initial demand notice. There does not appear to any delay and laches to the effect which would disentitle the petitioner from the claim raised by him. Hon'ble High Court in **Krishan Pal vs. State of Himachal Pradesh and Anr. 2023 Latest Caselaw 3439 HP** has clearly laid down the terms and conditions on the basis of which the claim of a workman can be judged to be barred by limitation delay and laches etc. Hon'ble High Court has subsequent observed in para no.8 as follows:—

> "8. Hon'ble Apex Court in case titled Prabhakar v. Joint Director Sericulture Department and Anr., AIR 2016 Supreme Court 2984, has held that dispute, if any, raised after an inordinate delay cannot be said to exist and there is no live dispute. In the aforesaid judgment, Hon'ble Apex Court has held that if dispute is raised after a long period, it has to be seen as to whether such a dispute still exists or not? In such case, law of limitation does not apply, rather it is to be shown by the workman that there is a dispute in praesenti. If the workman is able to give satisfactory explanation for the laches and delays and demonstrates that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, because of such delay, if dispute no longer remains alive and is to be treated as dead, then it would be non-existent dispute which cannot be referred. Most importantly, in the aforesaid judgment, Hon'ble Apex Court has held that in those cases where court finds that dispute still existed, though raised belatedly, it is always for the Court to take the aspect of delay into consideration and mould the relief. In such cases, it is still open for the Court to either grant reinstatement without back wages or lesser back wages or grant compensation instead of reinstatement.
>
> Relevant para of the afore judgment reads as under:—
>
> "40) On the basis of aforesaid discussion, we summarise the legal position as under:—
>
> An industrial dispute has to be referred by the appropriate Government for adjudication and the workman cannot approach the Labour Court or Industrial Tribunal directly, except in those cases which are covered by Section 2A of the Act. Reference is made under Section 10 of the Act in those cases where the appropriate Government forms an opinion that 'any industrial dispute exists or is apprehended'. The words 'industrial dispute exists' are of paramount importance unless there is an existence of an industrial dispute (or the dispute is apprehended or it is apprehended such a dispute may arise in near future), no reference is to be made. Thus, existence or apprehension of an industrial dispute is a sine qua non for making the reference. No doubt, at the time of taking a decision whether a reference is to be made or not,

the appropriate Government is not to go into the merits of the dispute. Making of reference is only an administrative function. At the same time, on the basis of material on record, satisfaction of the existence of the industrial dispute or the apprehension of an industrial dispute is necessary. Such existence/apprehension of industrial dispute, thus, becomes a condition precedent, though it will be only subjective satisfaction based on material on record. Since, we are not concerned with the satisfaction dealing with cases where there is apprehended industrial dispute, discussion that follows would confine to existence of an industrial dispute. Dispute or difference arises when one party make a demand and other party rejects the same. It is held by this Court in number of cases that before raising the industrial dispute making of demand is a necessary pre-condition. In such a scenario, if the services of a workman are terminated and he does not make the demand and/or raise the issue alleging wrongful termination immediately thereafter or within reasonable time and raises the same after considerable lapse of period, whether it can be said that industrial dispute still exist. Since there is no period of limitation, it gives right to the workman to raise the dispute even belatedly. However, if the dispute is raised after a long period, it has to be seen as to whether such a dispute still exists? Thus, notwithstanding the fact that law of limitation does not apply, it is to be shown by the workman that there is a dispute in praesenti. For this purpose, he has to demonstrate that even if considerable period has lapsed and there are laches and delays, such delay has not resulted into making the industrial dispute seized to exist. Therefore, if the workman is able to give satisfactory explanation for these laches and delays and demonstrate that the circumstances discloses that issue is still alive, delay would not come in his way because of the reason that law of limitation has no application. On the other hand, if because of such delay dispute no longer remains alive and is to be treated as "dead", then it would be non-existent dispute which cannot be referred.

Take, for example, a case where the workman issues notice after his termination, questioning the termination and demanding reinstatement. He is able to show that there were discussions from time to time and the parties were trying to sort out the matter amicably. Or he is able to show that there were assurances by the Management to the effect that he would be taken back in service and because of these reasons, he did not immediately raise the dispute by approaching the labour authorities seeking reference or did not invoke the remedy under Section 2A of the Act. In such a scenario, it can be treated that the dispute was live and existing as the workman never abandoned his right. However, in this very example, even if the notice of demand was sent but it did not evoke any positive response or there was specific rejection by the Management of his demand contained in the notice and thereafter he sleeps over the matter for number of years, it can be treated that he accepted the factum of his termination and rejection thereof by the Management and acquiesced into the said rejection. Take another example. A workman approaches the Civil Court by filing a suit against his termination which was pending for number of years and was ultimately dismissed on the ground that Civil Court did not have jurisdiction to enforce the contract of personal service and does not grant any reinstatement. At that stage, when the suit is dismissed or he withdraws that suit and then involves the machinery under the Act, it can lead to the conclusion that dispute is still alive as the workman had not accepted the termination but was agitating the same; albeit in a wrong forum. In contrast, in those cases where there was no agitation by the workman against his termination and the dispute is raised belatedly and the delay or laches remain unexplained, it would be presumed that he had waived his right or acquiesced into the act of termination and, therefore,

at the time when the dispute is raised it had become stale and was not an 'existing dispute'. In such circumstances, the appropriate Government can refuse to make reference. In the alternative, the Labour Court/Industrial Court can also hold that there is no "industrial dispute" within the meaning of Section 2(k) of the Act and, therefore, no relief can be granted."

16. In view of the above ratio laid down by the Hon'ble High Court of H.P. the claim of the petitioner is maintainable in the present case also and is not barred by limitation. The issues no. 3 and 6 are accordingly decided in the favour of the petitioner.

Issues No. 4 and 5

17. The onus of proving these issues was on the respondent. Such facts could be produced before this court to show that the petitioner was estopped by his act and conduct from filing the present claim. There is no suppression of material facts by the petitioner. The cause of action and locus standi of the petitioner are reflected from the claim as well as oral and documentary evidence led before this court. Accordingly issues no.4 and 5 are decided in the favour of the petitioner.

RELIEF

18. In view of my discussion on the issues no. 1 to 6 above, the claim petition succeeds and is partly allowed. The petitioner is entitled for the relief of reinstatement on similar post forthwith along-with seniority and continuity of service from the date of his initial employment. The petitioner is also entitled for lump sum compensation of Rs.2 lakh in lieu of the back wages. Parties are left to bear their costs.

19. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**),**
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-**INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)**

Reference No. : 32/2020

Date of Institution : 02-3-2020

Date of Decision : 28-10-2025

Shri Jeevan Kumar s/o Shri Munsi Ram, r/o Village Priyungal, P.O. Kuphara, Tehsil & District Chamba, H.P. ..*Petitioner.*

Versus

1. The Principal, Government Pandit Jawahar Lal Nehru Medical College & Hospital, Chamba, District Chamba, H.P.

2. The Director, M/S IL & FS Human Resources Limited, Government Pandit Jawahar Lal Nehru Medical College & Hospital, Chamba, District Chamba, H.P.

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For Respondent No. 1 : Akshay Jaryal, Ld. Adv.

For Respondent No. 2 : Smt. Himakshi Gautam, Ld. Adv.

AWARD

The following reference has been received by this court for adjudication from the appropriate Authority/Deputy Labour Commissioner:—

> **"Whether the termination of services of Shri Jeevan Kumar s/o Shri Munsi Ram, r/o Village Priyungal, P.O. Kuphara, Tehsil & District Chamba, H.P. by (i) the Principal, Government Pandit Jawahar Lal Nehru Medical College & Hospital, Chamba, District Chamba, H.P. (ii) the Director, M/S IL& FS Human Resources Limited, Government Pandit Jawahar Lal Nehru Medical College & Hospital Chamba, District Chamba, H.P., *w.e.f.* 01-06-2019, without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, compensation and past service benefits the above worker is entitled to from the above employers?"**

2. The petitioner in the present case failed to appear before this court on 17.10.2025 at Chamba. The report shows that the petitioner was duly served for the said date. Despite due service and knowledge of the proceedings he did not put his presence nor any Counsel appeared on his behalf. Section 10(B) Clause 9 read with the Industrial Disputes (Central) Rules, 1957."

> **"10-B (9) In case any party defaults or fails to appear at any stage the Labour Court, Tribunal, or National Tribunal, as the case may be, may proceed with the reference ex-parte and decide the reference application in the absence of the defaulting party."**

3. It is argued by learned counsel for respondents that the onus of proving the averments and allegations by way of leading oral or documentary evidence in the court is on the claimant. The learned counsel for respondents has further submitted that considering the conduct of the petitioner and the fact that he is not able to substantiate the allegations by way leading evidence the reference cannot be decided in favour of the claimant.

4. The perusal of the case file shows that the petitioner has received the summons of the court as ample opportunities has been granted to the petitioner to appear before this court to produce evidence oral as well as documentary. He failed produce the evidence but despite having knowledge of the proceedings failed to appear before this court hence he was proceeded ex parte. The onus of proving the fact that termination of the services of the petitioner by the respondent

during June, 2019 was illegal and unjustified was on the petitioner. In absence of cogent evidence to this effect the reference cannot be decided in the favour of petitioner. Rule 22 of The Industrial Disputes (Central) Rules, 1957 also provides as follow:—

> **"22. Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented."**

5. Hon'ble Supreme Court in **M/s Haryana Suraj Malting Ltd. vs. Phool Chand, AIR 2018 SC 2670** has observed thus under the statutory scheme the Labour Court/Tribunal is empowered to follow its own procedure as it thinks fit, meaning thereby, a procedure which is fit and proper for the settlement of the Industrial Dispute and for maintaining industrial peace. If a party fails to attend the Court/Tribunal without showing sufficient cause, the Court/Tribunal can proceed ex parte and pass an ex parte award. The award, ex parte or otherwise, has to be sent to the appropriate Government as soon as it is made and the appropriate Government has to publish it within 30 days of its receipt. The award thus published becomes enforceable after a period of 30 days of its publication.

6. In the circumstances of the present case also the reference was made to this court however claimant/petitioner failed to adduce evidence to substantiate allegations.

Relief.

7. In view of the above, the reference/claim petition is not maintainable and is accordingly dismissed. The parties are left to bear their costs.

8. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 28th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**)**
Presiding Judge,
Labour Court-cum-Industrial Tribunal
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM**-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)(CAMP AT UNA)**

Reference No.	: 102/2020
Date of Institution	: 15-10-2020
Date of Decision	: 30-10-2025

Shri Vikas Kaul s/o Shri Vimal Kumar Sharma, r/o Ward No.4, Suraj Kund Road, Kangra, Tehsil & District Kangra, H.P. ..*Petitioner.*

Versus

M/s GVK Emergency Management and Research Institute, Emergency Management Center, Village Dharampur, Shimla Chandigarh Highway, District Solan, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rajinder Thakur, Ld. Adv.

For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/ Deputy Labour Commissioner:—

"Whether the termination of services of Shri Vikas Kaul s/o Shri Vimal Kumar Sharma, r/o Ward No.4, Suraj Kund Road, Kangra, Tehsil & District Kangra, H.P. *w.e.f.* 02-09-2020 by the Employer, GVK Emergency Management and Research Institute, Emergency Management Center, Village Dharampur, Shimla Chandigarh Highway, District Solan, H.P. without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer?"

2. The brief facts as stated in the claim petition are that respondent no.1 operates and maintains the ambulances under National Ambulances Services in Himachal Pradesh under public private partnership mode as per agreement amongst the respondents. The applicant was appointed as pilot/driver by Adecco India Private Ltd. in the month of March, 2010 and his services were entrusted to respondent no.1 for plying ambulance no.108 meant that providing facility to the patients of State of Himachal Pradesh. Later on respondent no.1 gave its own appointment letter for a period of one year initially and he was posted at Community Health Centre Jwalamukhi. The contract was extended from time to time. The salary and emoluments of applicant/petitioner also increased on the basis of his performance vide letters dated 12.9.2014 and 1.8.2015. It is alleged that though the applicant/petitioner rendered his services to the best of his ability and to the satisfaction of respondent no.1, respondent no.1 without any valid ground discontinued the alleged fixed term contractual appointment of applicant/petitioner with immediate effect vide letter dated 26.5.2016. The services of number of employees were also discontinued in similar which led to CWPIL No.135/2017 titled as Court on its Own Motion versus State of H.P. and Ors. and directed on issue of strike of employees came up for hearing before the Hon'ble High Court. On the directions of the Hon'ble High Court the demand of applicant/petitioner on the issue was taken before grievance committee headed by respondent no.2. The grievance committee recommended that applicant/petitioner and other employees should be reinstated. The applicant was entitled to be reinstated in the position he has holding just before discontinuation of his services but respondent no.1 vide letter dated 7.1.2019 on its own appointed the petitioner as a captain in the grade of Associate L1 in EM Operations Division and he was assigned to 102 operations in Himachal Pradesh and ordered to be posted at CHC Sangla, District Kinnaur, H.P. The respondent no.1 operated two kind of ambulance NAS 108 and Janani Express-102 and the drivers were deputed in 108 were designated as pilot and driver of 102 were designated as captains. Applicant was a pilot as clear from the perusal of his documents and as per recommendations of the committee the reinstatement was to be made on the post of pilot. However respondent no.1 appointed the

applicant afresh as captain vide letter dated 7.1.2019. According to petitioner this act of respondent no.1 was wholly contrary to original status of the applicant as well as recommendations of the grievance committee.

3. Being aggrieved by this act of respondent no.1 petitioner brought the matter to the notice of committee and informed the committee that the post of pilot is lying vacant in District Kangra itself. After indulgence of committee respondent no.1 vide letter dated 6.5.2019 ordered the applicant to be posted at IFT Civil Hospital Dehra, District Kangra. The wording of letter dated 7.1.2019 show that the applicant was once again appointed afresh. Therefore the petitioner though ordered to be posted at Civil Hospital Dehra was deputed to render his service at Primary Health Centre Takipur. The applicant discharged his duties sincerely and faithfully but EME of District Kangra Shri Vikas Deolia changed the duties of applicant as well as Joginder Walia and applicant was ordered to be posted at Civil Hospital Dehra and Joginder Walia at PHC Takipur. The applicant as well as Joginder Walia submitted their representations requesting immediately transfer but no action on the part of respondent no.2 was taken. Thereafter the applicant who used to join his duties at Dehra sent a complaint to the Hon'ble Chief Minister, Himachal Pradesh through Mukhyamnantri Sewa Sankalap which was sent to Labour Inspector Dehra who vide letter dated 5.3.2020 directed the respondent no.1 to attend his office along-with record on 7.3.2020. On the directions of Labour Inspector respondent no.1 vide letter dated 11.3.2020 ordered the applicant to be transferred from IFT Civil Hospital Dehra to Takipur *w.e.f.* 16.3.2020. Thereafter it is alleged that the respondent no.1 started victimizing the petitioner on one pretext the other and respondent no.1 issued warning letter to the applicant was victimized respect of alleged complaint where neither the copy of complaint was supplied to applicant nor the applicant was provided an opportunity of being heard on any point of time. Petitioner has again alleged that despite the fact that he was an employee of respondent no.1 *w.e.f.* 22.8.2013 his employment code ID 055568 after reinstatement his employment ID was changed as ID -120073 which was wholly objectionable. Respondent no.1 further issued another letter dated 18.4.2020 to the petitioner warning on the ground that petitioner was not discharging his duties as expected from him by not closing the cases as required in the 108 ERC and going on strike. The such letter did not mention reply however vide show cause notice dated 18.4.2020 it was shown that respondent no.1 has not received any reply. Respondent no.1 had further alleged the issue regarding the act of posting comments on social media by the petitioner and in this regard show cause notice dated 28.4.2020 was issued. The applicant/petitioner in his reply regretted his act of posting comments on social media and was issued warning on 2.5.2020. The applicant again submitted a complaint to Mukhyamantri Sewa Sankalap and the matter was sent to Labour Inspector, Dehra where the petitioner submitted detailed representation to Labour Inspector, Dehra on 28.5.2020. The matter was sent by Labour Inspector, Dehra to Labour Inspector Dharamshala on the grounds of jurisdiction. Labour Inspector-*cum*-Conciliation Officer Dharamshala issued notice on 4.6.2020 and directed the respondent no.1 Shri Vikas Deolia to attend the office along-with record on 24.6.2020. The respondent no.1 issued alleged advisory note to petitioner on 9.6.2020 on the alleged ground of mentioning wrong employment ID. The proceedings were taking place in the office of Labour Inspector-*cum*-Conciliation Officer on 24.6.2020. It is alleged that respondent no.1 Shri Vikas Deolia did not turn to attend the office of Labour Inspector-*cum*-Conciliation Officer and respondent no.1 served notice on 25.6.2020 to the applicant for termination of his services on the alleged ground that agreement of respondent no.1 with the Government of Himachal Pradesh for providing 108 emergency medical services is come to an end on 30.6.2020. Thus the services of petitioner is also come to an end after his duty hours on 30.6.2020. In view of prevailing circumstances of Covid -19 the agreement continued with the government of Himachal Pradesh and services of applicant also continued like of other workers. Respondent no.1 did not attend the office of Labour–*cum*-Conciliation Officer Dharamshala *vide* letter dated 31.8.2020 the respondent no.1 referred to series of warning letters and show cause notices and alleged misconduct on the part of the petitioner with unreasonable grounds alleging the violation of Section 73b (32) of alleged

Service Rules of Organization even though such rules were never available to the applicant at any point of time. It is further alleged that vide letter dated 1.9.2020 the respondent no.1 ordered the services of applicant to be discontinued with immediate effect citing fixed term contractual employment as per Clause no.7. Petitioner thereafter made a complaint to Mukhyamantri Sewa Sankalap and also gave representation dated 5.9.2020 to Deputy Commissioner Kangra at Dharamshala. Labour Inspector-*cum*-Conciliation Officer consequently issued notice on 5.9.2020 directed respondent no.1 to attend conciliation meeting on 10.9.2020 but respondent no.1 did not turn up. Consequently on 21.9.2020 also the respondent no.1 did not turn up for the meeting. On the representations of petitioner the Additional District Magistrate, Kangra at Dharmashala had asked SDM Dehra to conduct an enquiry in the matter. Petitioner has alleged that respondent always discriminated against petitioner and there was no indulgence on the part of the respondents no.2 and 3. Respondent no.1 instead of appearing before the proceedings pending before Labour Inspector-*cum*-Conciliation Officer Dharamshala terminated his services in violation of the provisions of law. Petitioner has alleged that being member of workers union he was unnecessary victimized by respondent no.1. Most of the letters were not being issued to him in a proper manner and respondent no.1 acted in planned manner to terminate his services. Petitioner submitted that termination of his services was not only in violation of the mandatory provisions of the Industrial Disputes Act but in violation of alleged Clause 7 of the contract between the parties. Petitioner has prayed that the termination order dated 1.9.2020 may be set aside and quashed and petitioner be reinstated in the post of pilot/driver with all consequential benefits along-with seniority and continuity of service with back wages along with interest.

4. In reply to the claim petition on behalf of respondent no.1 preliminary objections qua maintainability, concealment of material facts by petitioner, petitioner having not approached this court with clean hands, petitioner's appointment was on contractual basis for a fixed period of time and as per the provisions of Section 2(oo) (bb) of the Industrial Disputes Act, 1947 have been raised. The services of petitioner were discontinued after fixed term appointment was not in violation of the Industrial Disputes Act, 1947. It is asserted by respondent that services of petitioner was not discontinued on account of misconduct which has been mentioned as per show cause notice which have been produced on record by petitioner. In fact the services of petitioner had come to an end on account fixed term of time as per Clause 2 (oo) (bb) of the Industrial Disputes Act as terms and conditions of his letter dated 6.5.2019. It is asserted that in case of misconduct which appears from annexure produced on record the respondent still has right to prove misconduct of leading evidence. On merits, it is asserted that petitioner was appointed for fixed term period and he accepted his appointment for a fixed term period. The appointment of petitioner was renewed from time to time and his appointment coming to the end on expiration of the contractual period. In terms of order of Hon'ble High Court of H.P. passed in CWPIl No. 135/2017 on 28.12.2018 meeting was held and it was held and petitioner was given joining letter of home district preferably. The petitioner was given fixed term appointment letter on 6.5.2019 whereby he accepted the terms and conditions of the appointment and was governed by it. The reference made by the petitioner with regard to show cause notice and the annexures is a matter of record. Before giving letter of appointment on dated 6.5.2019 petitioner was posted at IFD Civil Hospital Dehra, District Kangra and thereafter transferred to IFD Civil Hospital Takipur, District Kangra, H.P. It is asserted that the services of petitioner were never dismissed/retrenched/terminated for misconduct. His services were discontinued on the ground of fixed term appointment which came to an end vide letter dated 1.9.2020. The other allegations made in the claim petition have been denied and respondent has reiterated that the services of petitioner came to an end on account completion of fixed term appointment in accordance with the contract entered between the petitioner and the respondent.

5. In the rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

6. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated *w.e.f.* 02.09.2020 by the respondent without complying with the provisions of the Industrial Disputes Act, 1947, as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, compensation and past service benefits as claimed? ..*OPP.*

3. Whether the claim petition is not maintainable, as alleged? ..*OPR.*

4. Whether the petitioner has not come to the Court with clean hands and has suppressed the material facts, as alleged? ..OPR.

5. Relief.

7. The petitioner in order to prove his case had produced on record his affidavit Ext. PW1/A wherein he has reiterated the facts as stated in the claim petition and also produced on record copy of appointment letter dated 22.8.2013 Ext.PW1/B, copy of letter dated 29.7.2014 Ext.PW1/C, copy of letter dated 12.9.2014 Ext.PW1/D, copy of letter dated 1.8.2015 Ext.PW1/E, copy of letter dated 26.5.2016 Ext.PW1/F, copy of proceeding of meeting dated 19.12.2018 Ext.PW1/G, copy of letter dated 7.1.2019 Ext.PW1/H, copy of letter dated 6.5.2019 Ext.PW1/i, copy of letter dated 7.2.2020 Ext.PW1/J, copy of letter dated 11.3.2020 Ext.PW1/K, copy of warning letter dated 17.3.2020 Ext.PW1/L, copy of letter dated 18.2020 Ext.PW1/M, copy of show cause notice dated 28.4.2020 Ext.PW1/N, copy of letter dated 28.4.2020 Ext.PW1/O, copy of letter dated 2.5.2020 Ext.PW1/P, copy of letter dated 9.6.2020 Ext.PW1/Q, copy of letter/notice dated 25.6.2020 Ext.PW1/R, copy of letter dated 31.8.2020 Ext.PW1/S, copy of discontinuation letter dated 1.9.2020 Ext.PW1/T, copy of complaint dated 5.9.2020 Ext.PW1/U, copy of minutes of meeting Mark-A, copy of letter dated 5.3.2020 Mark-B, copy of complaint dated 28.5.2020 Mark-C, copy of letter dated 2.6.2020 Mark-D, copy of letter dated 4.6.2020 Mark-E, copy of letter dated 3.7.2020 Mark-F, copy of letter dated 30.7.2020 Mark-G, copy of letter dated 5.9.2020 Mark-H, copy of letter dated 18.9.2020 Mark-J and copy of letter dated 30.9.2020 Mark-K.

8. The respondent has examined Shri Sachin Pathak, Assistant Manager, GVK EMRI by way of affidavit Ext. RW1/A wherein he has reiterated the facts stated in the reply.

9. I have heard the learned Counsel for all the parties at length and records perused.

10. For the reasons to be recorded hereinafter while discussing the points for determination, my findings thereon are as under:—

Issue No. 1	: Yes
Issue No. 2	: Decided accordingly
Issue No. 3	: No
Issue No. 3	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

11. The petitioner has produced his affidavit wherein he has asserted that he was initially appointed as pilot/driver by Adecco India Private Limited in the month of March, 2010. Subsequently the respondent took over the function of operation of National Ambulances Services Himachal Pradesh and thereafter the petitioner was appointed by respondent no.1 as pilot/driver with its own appointment letter dated 22.8.2013 for a period of one year initially and was ordered to posted at Community Health Centre Jawalamukhi. This fact is also not disputed by the respondent. It is however the case of the respondent that the petitioner was being appointed for a fixed period of time in accordance with the contract entered with the respondent no.1. Subsequently the petitioner has submitted that he continued to work on the said post until his services along-with the services of number of employees was discontinued by the respondent on 26.5.2016. CWPIL No. 135/2017 titled as Court on its Own Motion vs. State of H.P. further led to the consideration of grievance of petitioner and other workers by the grievance committee. The other averments made in the petition by the petitioner regarding his re-appointment for which letter dated 7.1.2019 and subsequent disputes regarding his posting with the respondent appear not to be disputed by the respondent as the annexures produced by the petitioner in this regard are not controverted. It is the allegation made by the petitioner that his services were terminated by the respondent on 1.9.2020 without compliance of the provisions of the Industrial Disputes Act, 1947. It is pertinent to mention here that the dispute between petitioner and respondents prior to the alleged termination of 2.9.2020 is not a matter of reference before this Court. Thus considering the point of reference the termination of petitioner on 2.9.2020 is to be adjudicated upon in the light of provisions of the Industrial Disputes Act. Petitioner in his cross-examination has admitted that in the year 2011 he was employed by Adecco India Private Limited and in the year 2013 he was appointed by GVK. He admits that he was appointed for fixed period on a fixed salary. He also states that he was appointed for fixed contract period. He is unable to state whether written termination letter was given to him. However according to him no such letter have been received by him till date. He asserted that he was thrown out of his job in the year 2020. He has admitted that his services were on contract basis and on the basis of renewal fixed term appointments which are shown in Ext. PW1/C and Ext. PW1/I.

12. On the other hand the respondents have time and again asserted in their reply as well in the affidavit of RW1 Shri Sachin Pathak that they have not violated any provisions of the Industrial Disputes Act, 1947. The petitioner was purely appointed on fixed term and the same had come to an end on completion of contractual period. The employment discontinued due to expiry of fixed term and did not amount to retrenchment consequently there is no question of reinstatement or compensation. Since the factum of fixed term appointment of petitioner by the respondents time to time is not disputed by either of parties. It is pertinent to peruse the last contract between the petitioner and respondent no.1 Ext. PW1/I this contract period starting from 8.5.2019 and clause 5 the term of employment was a period of one year from the date of joining. Clause 7 of the contract clearly provided (in this period either party can terminate this employment by serving 30 days notice on the other or payment of gross salary in lieu thereof). It is not disputed that the services of petitioner were terminated on 1.9.2020. The contract provided that the petitioner had to join on or before 8th May, 2019. Considering that the contract was for a period of one year and the period of contract had already expired on 8th May, 2020. The termination took place on 1.9.2020. This shows that the contract Ext. PW1/I was not extended beyond the said period. There are not documents produced on record by the respondents to show that the said contract was extended for any specific period. It is not disputed that till 1.9.2020 the petitioner was working with the respondents. It is not disputed that for more than one year prior to his termination the petitioner was continuously employed by the respondent no.1. Thus terms and conditions of petitioner were governed by the provisions of the Industrial Disputes Act. The termination of the petitioner on 1.9.2020 was not in

accordance with the provisions of contract Ext. PW1/I or the provisions of Section 25-F of the Industrial Disputes Act,1947. Thus the respondent no.1 has clearly violated the provisions of the Industrial Disputes Act while terminating the services of the petitioner. Accordingly issue no.1 is decided in the favour of the petitioner.

Issue No. 2

13. The petitioner in this case has prayed that since his services have been terminated in violation of the provisions of the Industrial Disputes Act, 1947 he is entitled for reinstatement on similar post along-with seniority and continuity of his services and compensation along-with interest. RW1 in his cross-examination has admitted a suggestion on behalf of learned counsel for petitioner that GVK EMRI agreement with government of HP has terminated in the year 2022. Thereafter the some other company had entered into contract with the government of H.P. for running 108 and 102 ambulances. GVK EMRI is no longer carrying out any work in H.P. presently. Considering the latest circumstances it would not be viable to pass any order to reinstate of the petitioner with respondent no.1. In these circumstances the petitioner is held entitled for lump sum compensation of Rs.2 lakh to be paid by the respondent to the petitioner along-with 6% interest from the date of his termination till the realization of the amount. Issue No.2 is accordingly decided in the favour of the petitioner and against the respondent.

Issues No.3 & 4

14. The onus of proving these issues was on the respondents. The maintainability of the claim petition was primarily challenged on the ground that termination of the services of the petitioner was on account of expiration of contract period entered between parties. Facts contrary said allegation emerged from the evidence and the manner in which the services of petitioner were terminated exhibits clear violation of the Industrial Disputes Act. Accordingly the claim is maintainable and nothing arises from the evidence to show that petitioner had not come to the court with clean hands. Accordingly issues no.3 and 4 are decided against the respondents.

Relief

15. In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for lump sum compensation of Rs.2 lakh to be paid by the respondent to the petitioner along-with 6% interest from the date of his termination till the realization of the amount. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**),**
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE, LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP)(CAMP AT UNA)

Reference No. : 118/2021

Date of Institution : 22-11-2021

Date of Decision : 30-10-2025

Shri Sushil Kumar s/o Shri Baldev Raj, r/o VPO Sadwan, Tehsil Nurpur, District Kangra, H.P. ..*Petitioner.*

Versus

The State Head, GVK EMRI,108 Opposite TV Sanitorium, Dharampur, District Solan, H.P. ..*Respondent.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. Rajinder Thakur, Ld. Adv.

For Respondent : Sh. Vijay Kaundal, Ld. Adv.

AWARD

The following industrial disputes have been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner:—

"Whether the termination of services of Shri Sushil Kumar s/o Shri Baldev Raj, r/o V.P.O. Sadwan, Tehsil Nurpur, District Kangra, H.P. during November, 2019 by the State Head, GVK EMRI, 108, Opposite TV Sanitorium, Dharampur, District Solan, H.P., without conducting domestic enquiry and without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back wages, seniority, past service benefits and compensation the above worker is entitled to from the above employer/management?"

2. The brief facts as stated in the claim petition are that respondent operates and maintains the ambulances under National Ambulances Services in Himachal Pradesh under public private partnership mode as per agreement amongst the respondents. The applicant was appointed as pilot/driver by the respondent *w.e.f.*30.6.2018 as per appointment letter dated 30.6.2018 for a period of one year initially and was ordered to post at CH Nurpur, District Kangra, H.p. and the same contract was extended from time to time. The applicant had joined his duty at Civil Hospital, Nurpur on 2.7.2018. The salary and emoluments of applicant/petitioner also increased on the basis of his performance by the respondent from time to time. It is alleged that though the applicant/petitioner rendered his services to the best of his ability and to the satisfaction of respondent but the respondent without any valid ground discontinued the alleged fixed term contractual appointment of applicant/petitioner with immediate effect vide letter dated 26.7.2018. It is submitted that the applicant has approached EME of the respondent but the representative of respondent had not reply to the repeated requests of the applicant. After four months the applicant personally try to contact representative of respondent EME Shri Vikas Deolia and thereafter petitioner was verbally directed by Vikas Deolia to join the duty as pilot at CHC Fatehpur and petitioner had joined there and continued to work uptil 3.8.2019 at CHC Fatehpur day and night. It

is asserted that the applicant had served the respondent with honestly and satisfaction of the respondent till 26.7.2018 and thereafter the petitioner had approached the representative of respondent EME Vikas Deolia but of no avail. Applicant personally approached EME Vikas Deolia who verbally directed him to join his duty as pilot. As per verbal directions of Mr. Vikas Deolia petitioner joined his duty at CHC Fatehpur *w.e.f.* 20.11.2018 to 3.8.2019 day and night with full dedication and satisfaction of the respondent however the petitioner was not allowed as pilot in CHC Fatehpur by the respondent. It is alleged that the respondent had issued show cause notice dated 31.10.2019 to the applicant on the ground that he (applicant) was absent from the duties since 7.8.2019. The respondent had again issued show cause notice to the applicant on 5.11.2019 wherein the applicant was directed to explain his position with 72 hours. Vide letter dated 22.11.2019 the respondent has ordered that the services of the applicant to be discontinued with immediate effect with a subject as discontinuation of fix term contractual employment. The petitioner has submitted a demand notice dated 16.10.2020 addressed to the respondent and copy of the same was forwarded to Labour Inspector-*cum*-Conciliation Officer, Nurpur, Tehsil Nurpur, District Kangra however the respondent had not appeared before the Labour Inspector-*cum*-Conciliation Officer, Nurpur and sent the matter to Labour Commissioner Shimla. It is alleged that the applicant was discriminated by the respondent. The petitioner was also victimized by the respondent for its own vested interest and the respondent acted in gross violation of mandatory provisions of the Industrial Disputes Act. While terminating the services of the petitioner the respondent had retained juniors as well as engaged fresh person and violated the provisions of Section 25 Clause H of the Industrial Disputes Act, 1947. It is alleged that at the time of termination of the services of the petitioner the respondent had not followed the provisions of Section 25-F of the Industrial Disputes Act, 1947. No notice was ever given to the petitioner at the time of his termination. The respondent has not only acted in an arbitrary manner but violated its own rules mentioned in Clause 1.1.1 whereby it was specified that the services of the employee shall be liable to be terminated by giving two months notice by the either side. Petitioner has prayed that the termination order dated 23.11.2019 may be set aside and quashed and petitioner be reinstated in the post of pilot/driver with all consequential benefits along-with seniority and continuity of service, arrears of pay/ back wages etc.

3. In reply to the claim petition on behalf of respondent no.1 preliminary objections qua maintainability, concealment of material facts, petitioner having not approached this court with clean hands, petitioner's appointment was on contractual basis for a fixed period of time and as per the provisions of Section 2(oo) (bb) of the Industrial Disputes Act, 1947 are raised. It is asserted that the services of petitioner were discontinued after fixed term appointment coming to an end and was not in violation of the Industrial Disputes Act, 1947. On merits, it is asserted that petitioner was appointed a driver for a fixed period and the same was come to an end by efflux of time and not retrenchment under Section 2 (oo) (bb) of the Industrial Disputes Act, 1947. It is asserted that the petitioner admitted that he was appointed for a fixed period. The petitioner was initially appointed at Civil Hospital Nurpur and was paid emoluments as per his appointment letter. It is alleged that the work and conduct of the petitioner was not good. The petitioner used to come in an intoxicated condition to perform his duty and he was rash and negligent driver. The petitioner misbehaved with the co-workers. He has tendered apology with regard to misbehaviour. The petitioner was given many chances to improve his conduct but he failed to do so. In August, 2019 the petitioner had absented himself from duty without any intimation and inspite of respondent having tried to contact him he did not join the duty at given location. It is asserted the petitioner was issued show cause notice for unauthorized absenteeism also. The petitioner had also indulged in misbehaviour with his female co-workers. The other allegations made in the claim petition have been denied and respondent has reiterated that the services of petitioner came to an end on account completion of fixed term appointment in accordance with the contract entered between the petitioner and the respondent.

4. Rejoinder was not filed on behalf of petitioner.

5. On the basis of the pleadings of the parties, the following issues were framed for adjudication and determination:—

1. Whether the services of the petitioner were illegally terminated by the respondent during November, 2019, as alleged? ..*OPP.*

2. If issue No.1 is proved in affirmative, whether the petitioner is entitled to back wages, seniority, past service benefits and compensation, as alleged? ..*OPP.*

3. Whether the petition is not maintainable, as alleged? ..*OPR.*

4. Relief.

6. The petitioner in order to prove his case had produced on record his affidavit Ext. PW1/A wherein he has reiterated the facts as stated in the claim petition. He has also produced on record copy of letter dated 30.6.2018 Ext. PW1/B, joining report dated 2.7.2018 Ext. PW1/C, show cause notice dated 31.10.2019 Ext. PW1/E, another show cause notice dated 22.11.2019 Ext. PW1/E and attendance report Mark-A and demand notice Mark-B.

7. The respondent has examined Shri Sachin Pathak, Assistant Manager, GVK EMRI by way of affidavit Ext. RW1/A wherein he has reiterated the facts stated in the reply. He has also produced on record copy of photographs Mark A to Mark-C, copy of letter Mark-D and comply of complaints Mark-E&F.

8. I have heard the learned Counsel for all the parties at length and records perused.

9. For the reasons to be recorded hereinafter while discussing the points for determination, my findings thereon are as under:—

Issue No. 1	: Partly Yes
Issue No. 2	: Decided accordingly
Issue No. 3	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No.1

10. The petitioner in order to prove his case has produce his affidavit Ext. PW1/A. He has stated on oath that he was initially appointed as pilot by the respondent on 30.6.2018. Appointment letter was for a period of one year and he was ordered to be posted at CH Nurpur, District Kangra. The contract was extendable from time to time. The salary and emoluments was increased on the basis of his performance from time to time. He submitted that he has rendered his services to the best of his ability and entire satisfaction of respondent, patients and general public However his services were discontinued without any valid grounds in violation of contract on dated 26.7.2018. He had approached EME Vikas Deolia on 27.7.2018 telephonically but representative of respondent did not reply the phone call of the petitioner. He tried to contact the EME Vikas Deolia

of the respondent but no reply was received despite repeated requests. After four months he personally tried to contact EME Vikas Deolia after which Vikas Deolia verbally directed him to join as pilot CHC Fatehpur. Thereafter the petitioner continued to perform his duties as pilot at CHC Fatehpur till August, 2019 day and night. According to him he served with honesty to the entire satisfaction of respondent despite which the respondent issued show cause notice to the petitioner on dated 5.11.2019 and 22.11.2019. He was asked to explain his position in 72 hours of the show cause notice and vide letter/order dated 23.11.2019 the services of the petitioner were discontinued by the respondent. Thereafter a demand notice was issued by him before Labour Inspector-*cum*-Conciliation Officer, Nurpur consequent to which present reference was issued. The petitioner has submitted that he was victimized by the respondent in violation of the Industrial Disputes Act, 1947 as well as the contract governing the nature of his employment with the respondent.

11. Respondent however has denied any violation of the provisions of the Industrial Disputes Act. RW1 Shri Sachin Pathak has stated that petitioner was merely appointed for fixed term. His appointment automatically came to an end on expiry of fixed period and his services ended with efflux of time. In addition to it the respondent had also alleged that the act and conduct of the petitioner was not satisfactory as he used to come in an intoxicated condition and was rash and negligence driver. He misbehaved with co-workers including female staff of the respondent. It is also alleged that petitioner remained absent from duty without intimation during August, 2019 and despite repeated attempts by respondent he did not contact the respondent. Petitioner in his cross-examination has admitted that at the time of his engagement he was engaged for fixed terms appointment vide Ext. PW1/B and all the terms and conditions were settled vide Ext. PW1/B. His joining report is Ext. PW1/C. The document Ext.PW1/B clearly mention in Clause 4 that "*you shall be required to join us on or before 1st July, 2018. We request you to report to the HR to complete the joining formalities and induction. The tenure of employment as per Clause 5 was for a period of one year from the date of joining. Clause No.7 of the contract clearly provided that either party can terminate this employment by serving 30 days notice on the other or payment of gross salary in lieu thereof".* The joining report of the petitioner which is dated 2nd July, 2018.

12. The petitioner has alleged that show cause notices were issued on account of victimization and he has performed his duty with honestly and entire satisfaction of the respondent as well as general public. Show cause notice Ext.PW1/D and Ext. PW1/E produced on the case file by the respondent in addition to it complaint Mark-E and F are also produced. There is however no reference of subsequent proceeding undertaken by the respondent against the petitioner for the allegations which have been referred in the complaint as well as in the show cause notices. It is the case of the respondent that services of the petitioner were terminated not a consequence of any misconduct but on expiration of the period of contract with the petitioner. A careful perusal of Ext. PW1/B shows that the contract came to an end on 2.7.2019. It is the case of the respondents themselves that the petitioner had worked in August, 2019 where after they have alleged that he was absented from the job. There is no evidence of any disciplinary proceedings undertaken by the respondent against the petitioner for the alleged absenteeism. It is however clear that the discontinuation of the services of the petitioner subsequent to 2.7.2018 were carried out by the respondents. During this period when there was no valid subsisting contract vide Ext. PW1/B existing between the parties. The Mark-A is the attendance of the petitioner by the respondent however the said document has not been proved in accordance with law. It is the specific allegation on behalf of the petitioner that he was deliberately not asked by the respondent to come for the work for four months during period of his contract. No reason has been specified by the respondent as to why the petitioner not provided work between 29.7.2018 to 20.11.2018. There is no contention on behalf of respondent that the petitioner was subjected to disciplinary action on account of alleged absence for the said period or that there was non availability of work in the said period. In these circumstances the period for which the respondent has deliberately not provided

work to the petitioner has to be considered as a period of continuous service with the respondent within the terms of the contract between the parties. The discontinuation of the services of petitioner was beyond existence of the terms of contract consequently it was the violation of the provisions of the Industrial Disputes Act as well as the Clause 7 of agreement entered between the parties. In these circumstances the issue no.1 is partly decided in the favour of the petitioner.

Issue No. 2

13. The petitioner in this case has prayed that since his services have been terminated in violation of the provisions of the Industrial Disputes Act, 1947 he is entitled for reinstatement on similar post along-with seniority and continuity of his services and compensation along-with interest. RW1 in his cross-examination has admitted a suggestion on behalf of learned counsel for petitioner that GVK EMRI agreement with government of HP has terminated in the year 2020. Thereafter the some other company had entered into contract with the government of H.P. for running 108 and 102 ambulances. GVK EMRI is no longer carrying out any work in H.P. presently. Considering the latest circumstances it would not be viable to pass any order to reinstate of the petitioner with respondent. In these circumstances the petitioner is held entitled for lump sum compensation of Rs.50,000/- to be paid by the respondent to the petitioner along-with 6% interest from the date of his termination till the realization of the amount. Issue No.2 is accordingly decided in the favour of the petitioner and against the respondent.

Issue No. 3

14. The onus of proving these issues was on the respondents. The maintainability of the claim petition was primarily challenged on the ground that termination of the services of the petitioner was on account of expiration of contract period entered between parties. Facts contrary said allegation emerged from the evidence and the manner in which the services of petitioner were terminated exhibits clearly violation of the Industrial Disputes Act. Accordingly the claim is maintainable and issue no.3 is accordingly decided against the respondent.

Relief

15. In view of my discussion on the issues above, the claim petition succeeds and is partly allowed. The petitioner is held entitled for lump sum compensation of Rs.50,000/- to be paid by the respondent to the petitioner along-with 6% interest from the date of his termination till the realization of the amount. Parties are left to bear their costs.

16. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**),**
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

IN THE COURT OF PARVEEN CHAUHAN, PRESIDING JUDGE,LABOUR COURT-CUM-INDUSTRIAL TRIBUNAL, KANGRA AT DHARAMSHALA (HP) (CAMP AT UNA)

Reference No. : 261/2014

Date of Institution : 14-8-2014

Date of Decision : 30-10-2025

President/Secretary, International Roerich Memorial Trust Worker Union (CITU), Naggar, District Kullu, H.P. ..*Petitioner.*

Versus

1. The General Secretary, IRMT-*cum*-Principal Secretary, Language, Art and Culture, H.P. Shimla

2. The Director, IRMT-*cum*-Deputy Commissioner, Kullu, H.P.

3. Manager/Employer, International Roerich Memorial Trust, VPO Naggar, District Kullu, H.P. ..*Respondents.*

Reference under Section 10 (1) of the Industrial Disputes Act, 1947

For the Petitioner : Sh. N.L. Kaundal, Ld. AR

: Sh. Vijay Kaundal, Ld. Adv.

For Respondent(s) No. 1 & 2 : Sh. B.C. Katoch, Ld. Dy. D.A.

For Respondent No.3 : Sh. Satish Kaushal, Ld. Adv.

AWARD

The following industrial disputes has been received by this court for the purpose of adjudication from the appropriate authority/Labour Commissioner:—

"Whether the demand of the President/Secretary, International Reorich Memorial Trust Worker Union (CITU), Naggar, District Kullu, H.P. of International Roerich Memorial Trust, V.P.O. Naggar, District Kullu, H.P. for payment of bonus as per demand notice dated 11-04-2013 (copy enclosed) is legal and justified? If yes, what relief and benefits and from which the Union is entitled to from the above employer?"

2. After receipt of above reference, a corrigendum reference dated 18th March, 2017 has been received by this court for the purpose of adjudication from the appropriate authority/Joint Labour Commissioner which reads as under:—

"Whether miscellaneous demands raised vide demand notice dated 11-04-2013 (copy enclosed) by the President/General Secretary, I.R.M.T. Workers Union (CITU) Naggar, District Kullu, H.P. to be fulfilled by the Manager/Employer International Roerich Memorial Trust, V.P.O. Naggar, District Kullu, H.P. are legal, justified and

maintainable? If yes, what relief and benefits the above union is entitled to from the above employer/Management?"

3. After receipt of above references, an Addendum dated 8th August, 2024 has been received by this court for the purpose of adjudication from the appropriate authority/Deputy Labour Commissioner which given as under:—

"Whereas, a reference has been made to Ld. Labour Court-*cum*-Industrial Tribunal, Kangra at Dharamshala, District Kangra, H.P. vide notification of even No. dated 04.08.2014 for legal adjudication and thereafter a corrigendum 18.03.2017 was also issued. However, vide letter dated 18.06.2024 Shri N.L. Kaundal (Authorized Representative of the petitioner/union) r/o Balakrupi, P.O. Jalpehar, Tehsil Joginder Nagar, District Mandi, H.P. has requested that (1) the General Secretary, IRMT-*cum*-Principal Secretary, Language, Art and Culture, H.P., Shimla (2) the Director, IRMT-*cum*-Deputy Commissioner, Kullu, H.P. be added as necessary party in the case. Therefore, the following parties are added as employer No.(1) and (2) in the ibid reference as "(1) the General Secretary, IRMT-*cum*-Principal Secretary, Language Art and Culture, H.P., Shimla (2) the Director IRMT-*cum*-Deputy Commissioner, Kullu, H.P."

4. The brief facts as stated in the claim petition on behalf of the petitioners is that IRMT Worker Union had called general house on 18.3.2013 and it was presided over by the President of the union. Various issues were raised in the general house and decided to raise demand against IRMT and the union has authorized the President and General Secretary to raise demand notice. The general secretary and president of union served different demands in their demand notice dated 11.4.2013 on the employer and the copy of the same was sent to Labour-*cum*-Conciliation Officer, Kullu for necessary action. The reply to the demand was filed by the Manager of IRMT Naggar, District Kullu dated 7.5.2013. The respondent did not accept the demand regarding regularization of worker union and vide letter dated 15th June, 2013 addressed to the Labour Inspector, Circle Kullu, the Manager of IRMT Kullu stated regarding the status of the trust and that a legal reply can only be submitted after obtaining reply from the Director, Language Art and Culture Govt. of Himachal Pradesh. No reply was submitted by the respondent thereafter the case of the workmen union was sent by the Labour Inspector to the appropriate Government who referred the dispute to this court vide notification dated 14th August, 2014 where only one demand was sent for the purpose of adjudication and another demand raised by the workmen were not referred to this court. The president of union required some information under RTI Act, 2005 from the office of Labour Inspector-*cum*-Conciliation Officer Kullu vide application dated 12.9.2014 as report under Section 12(4) of the Industrial Disputes Act, 1947 has been submitted vide letter No.543 dated 14.10.2014. Thereafter the workmen union filed application dated 18.12.2014 before the learned Labour Commissioner of Himachal Pradesh regarding re-examination of the demands raised by the workmen vide demand notice dated 11.4.2013. No amended reference however was received by this court and thereafter workmen union sent reminder through authorized representative to learned Labour Commissioner, H.P. to refer their demands. Instead of demand notice dated 11.4.2013 no action was taken by the appropriate Government and another letter was sent by the workmen union on 18.6.2016 for corrigendum reference but no corrigendum reference was received till 22.2.2017. On 22.2.2017 this court had passed directions to the learned Labour Commissioner regarding sending corrigendum reference of the workmen as well as this court again received corrigendum reference of the Joint Labour Commissioner vide notification no.11-3/93 (Lab) ID/2014 dated 18th March, 2017. The terms of reference in accordance with the demands raised by the worker union which are as follows:—

(1) That union has demand of pay the benefit under the Payment of Bonus Act, 1965 from 1.1.1998 to onwards.

(2) The Union has demand to give the service rules of the Trust.

(3) The Union has demand to regularize the services of the pattern of regularization made by the various Himachal Mandir Trust after completion of 08 years in the pay scale of Rs.4900-10680+1300 Grade Pay and Rs.5900-20200+1900 Grade Pay in case of Class-IV and Class-III employees and pay them arrears from the date of after completion of 08 years.

(4) The union has demand to give the Maternity Benefit to the women workmen under the Maternity Benefit Act, 1961 and give the holidays on account to of Bhai Dhooj, Raksha Bandan and Karva Chouth has been granted by the State Govt. from time to time.

(5) The Union has demand to revoke the ordered dated June, 2009, wherein the service condition of the daily wager converted to contract basis.

(6) The union has demand to give the Medical Allowance and Others leaves as like Earned Leave and Casual leave to the workmen.

(7) The union has demanded and requested to the Management during the pendency of this demand notice no workmen of union has been harassed or terminated from the establishment/Trust.

(8) The Union has requested to fulfil the above demands within 15 days.

(9) The union has demanded to provide the copy of the MOU which has been signed by IRMT and ICR.

It is further submitted by the petitioner union that IRMT Management trust had adopted unfair labour practice by not regularizing the services of daily wage workmen on regular basis in regular pay scale. It is alleged that control and supervision of the employees of the trust was under the Deputy Commissioner Kullu as well as appointment of any employees in the trust and the payments had also been made to its employees in accordance with prior sanction from the Finance Department government of Himachal Pradesh and the respondent cannot deny to regularize the services of workmen. The respondent management had only paid daily wages to the workmen. It is alleged that IRMT Naggar is the commercial establishment and registered by labour department under Shop and Establishment Act, 1969 and management IRMT had engaged the workmen in different types of posts and designated as like peon, chowkidar, sweeper, utility workers, drivers, waiters, carpenters, gardener, guide and security guard. It is submitted that as per the ratio laid down by the Hon'ble Supreme Court in Urmila Gram Panchayat vs. The Secretary, Municipal Employees, Union and Ors. reported in 2015 LLR 449, such conduct on the part of the employer was held to be violation of Section 2(ra) in the Fifth Schedule, Entry 10 of the Industrial Disputes Act, 1947. According to petitioner the act of the respondent in not fulfilling the demands raised in demand notice dated 11.4.2013 were highly unjustified, arbitrary, unconstitutional and against the principle of natural justice. It is prayed that the workmen union be held entitled to benefits as claimed in the demand notice dated 11.4.2013 and respondent be directed to fulfil the demands of workmen union including regularization and pay them all difference of arrears after completion of 8 years as per policy of State Government from time to time as well as law settled by the various courts in the interest of justice.

5. In reply to the claim petition on behalf of respondent i.e. Manager IRMT Naggar, District Kullu, H.P. It is admitted that demand notice was served upon the respondent and the copy of the same was forwarded to the Labour Insepctor-*cum*-Conciliation Officer, Kullu, H.P. by the petitioners. The respondent filed their reply before the Labour Inspector-*cum*- Conciliation Officer, Kullu, H.P. vide letter dated 7.5.2013 and demands raised by the petitioners were denied. The correspondence and the proceedings which led to the final reference made by the appropriate authority before this court have not been denied. It is asserted that the petitioners had failed to implead the Director, Deputy Commissioner, Kullu as party in this case and hence the claim is alleged to be bad for non joinder of necessary party. Other averments made in the petition were denied and it is prayed that petitioners are not entitled to any relief as prayed. During course of the trial the respondents were impleaded on the compliance of this court and reply was filed by adding newly respondents i.e. General Secretary, IRMT-*cum*-Principal Secretary, Language Art and Culture, H.P. Shimla as well as The Director, IRMT-*cum*-Deputy Commissioner Kullu, HP. In reply the preliminary objections qua charitable trust not being an industry, absence of employer and employees relationship between the petitioners and respondents, maintainability, jurisdiction and cause of action were raised. On merits, it is denied that the IRMT workmen union had called general house meeting 18.3.2013 where various issues presided over by the President of the union were discussed and consequently demand notice dated 11/4/2013 was served upon the respondents. It is asserted that payment of Bonus Act was not applicable to charitable trust and charitable trust cannot be inferred as an industry for any purpose. It is also asserted that workmen of the petitioners union cannot be treated at par with the government employees in any case as their services conditions were not akin to them. It is denied by the respondent that they have adopted unfair labour practice and the averments made regarding IRMT being commercial establishment is also denied. Other averments made in the petition have also been denied and it is prayed that petition deserves to be dismissed.

6. In rejoinder preliminary objections were denied facts stated in the petition are reasserted and reaffirmed.

7. On the basis of the pleadings of the parties, the following issues were framed on 18/7/2018 and 5.7.2025 for adjudication and determination as follows:-

1. Whether the demands raised by President/General Secretary, I.R.M.T Workers Union (CITU) Naggar, District Kullu HP vide demand notice dated 11-04-2013 is to be fulfilled by respondent are/were legal and justified as alleged? ..*OPP.*

2. If Issue No.1 is proved in affirmative to what service benefits the petitioners are entitled to? ..*OPP.*

3. Whether the claim petition is not maintainable in the present form as alleged? ..*OPR.*

4. Relief.

2(a). Whether the respondent a charitable Trust is not qualified as an Industry under Section 2(J) of the Industrial Disputes Act, as alleged? ..*OPR.*

2(b). Whether this Court has no jurisdiction to try the present reference, as alleged? ..*OPR.*

2(c). Whether there is no relationship of employer/employee between the petitioners and respondents, as alleged? ..*OPR.*

2(d). Whether the petitioner has no enforceable cause of action to file the present claim, as alleged? ..*OPR*.

Relief.

8. The petitioners in order to prove their case have examined the President of the Union IRMT Workers namely Shri Surender Mohan by way of affidavit Ext. PW1/A. He has reiterated the facts stated in the claim petition and produced on record copy of resolution dated 4.3.2013 Ext. PW1/B, copy of resolution dated 18.3.2013 Ext. PW1/C, copy of demand notice dated 11.4.2013 Ext. PW1/D, copy of letter dated 23.2.2013 Ext. PW1/E, copy of letter dated 2.4.2013 Ext. PW1/F, copy of letter dated 7.5.2013 Ext. PW1/G, copy of letter dated 23.5.2013 Ext. PW1/H, copy of letter dated 15.6.2013 Ext. PW1/J, copy of office order dated 8.8.2013 Ext. PW1/K, copy of letter dated 6.2.2014 Ext. PW1/L, copy of letter dated 1.3.2016 Ext. PW1/M, copy of reply to demand notice Ext. PW1/N, copy of ls it of employees Ext. PW1/O, copy of letter dated 14.3.2013 Ext. PW1/P, copy of legal notice dated 17.4.2013 Ext. PW1/Q, copy of letter dated 24.5.2013 Ext. PW1/R, copy of reply dated August, 2013 Ext. PW1/S, copy of statement Ext. PW1/T, copy of Agreement Ext. PW1/U and copy of resolution dated 8.4.2014 Ext. PW1/V. Petitioners have also examined PW2 Shri Sandeep Kumar s/o Shri Harbans Lal, Senior Clerk, Hanogi Mata Temple Trust VPL Hanogi, Tehsil Aut, District Mandi, H.P. who has produced on record copy of master scale Ext. PW1/A and also produced on record revised pay scale Ext. PW2/B since 2013 to its employees.

9. Respondents on the other hand has examined Shri Ramesh Chander, Manager/Indian Curator at International Roerich Memorial Trust, Naggar, District Kullu by way of affidavit Ext. RW1/A. He has reiterated the facts stated in the reply. Subsequently respondent also examined Shri Amarjeet, Accountant IRMT Naggar, District Kullu, HP who brought the record i.e. copy of agreement of Parwati Ext. RW1/A, copy of agreement of Rewat Ram, Ext. RW2/B, copy of agreement of Kali Devi Ext. RW2/C, copy of trust deed Ext. RW2/D, copy of balance sheet for the year 2014-25 Ext. RW2/E.

10. I have heard the learned AR/Counsel for the petitioner as well as learned Assistant District Attorney for the respondents at length and records perused.

11. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:—

Issue No. 1	: Partly Yes
Issue No. 2	: Decided accordingly
Issue No. 3	: No
Issue No. 4	: No
Issue No. 2(a)	: No
Issue No. 2(b)	: No
Issue No. 2 (c)	: No
Issue No. 2 (d)	: No
Relief.	: Claim petition is partly allowed per operative portion of the Award.

REASONS FOR FINDINGS

Issue No. 1

12. PW1 Shri Surender Mohan, President IRMT workmen Union has been examined on behalf of IRMT Workers Union and respondents have raised specific objection regarding his authorization and capacity to depose on behalf of union in absence of any specific authority letter. The witness has however mentioned that Pradhan at relevant time was Sanjay Dutt and he was duly authorised by the Workers Union to raise their demands before Labour-*cum*-Conciliation Officer. Learned AR for the petitioner has also submitted that pursuant to this authorization, only the demand notice was raised subsequently which formed the basis for reference before this court. No specific objection regarding the non authorization of the Secretary or Pradhan of the union has been made in the reply on behalf of respondents. This witness has admitted that no document qua such authorization is produced by him but he has denied that he is not duly authorised by the union to depose. The affidavit Ext. PW/A mentions the registration number of IRMT Workers Union as 1045 under the Trade Union Act and this witness has deposed that he was elected the President of Union as per resolution dated 8.4.2019 and is competent to give statement before this court. This contention is not controverted in his cross-examination. (The copy of resolution in Ext. PW1/B passed by IRMT workers union under the President Secretary is also not disputed by the respondents). The resolution Ext. PW1/B has duly proved on record that the president of Trade Union is appropriate authority under the Act to represent the cause of above registered Trade Union and to pursue the case on behalf of registered trade union of workmen. In these circumstances the present president of trade union is duly authorised person and document Ext. PW1/O (document mentioning list of the employees who are members of union). It is further argued by the learned Authorized Representative/Counsel for the petitioners that the list of employees that as per list Ext. PW1/O there are 26 employees of IRMT workers union but respondent has not raised any objection to the list of employees of IRMT Ext. PW1/O therefore the workers whose names are mentioned in the list are members of the union as well as employees of the IRMT. Accordingly they are party to the present dispute. In these circumstances the dispute was raised on behalf of employees whose names are mentioned in Ext. PW1/O. It is clearly proved that non production of specific document regarding authorization of Ext. PW1 Shri Surender Mohan would not cause prejudice the claim put forward by the members of the union.

13. PW1 Shri Surender Mohan President of IRMT Workers Union deposed regarding various demands of the workers the payment of bonus and regularization on the pattern after completion of 8 years of service of pay scale of Rs.4900-10680+1300 Grade Pay and Rs.5900-20200+1900 Grade Pay in respect of Class-IV and Class-III employees. He has also alleges that respondent management has adopted unfair labour practice by not regularizing the services of the petitioners who are working in the respondent trust for more than 15-20 years continuously.

14. On the other hand RW1 Shri Ramesh Chander, Manager IRMT Naggar, District Kullu, HP has deposed that IRMT is a trust and only related to arts and culture activities between Indian Government and Russia Government. The trust has no source of income. It is not profit earning institution/trust and depends upon entry ticket money from the tourists for day to day expenditure and salary of its employees. He also stated that the Payment of Bonus Act is not applicable to this institution.

15. Learned Authorized Representative/Counsel for the petitioners has vehemently argued that Payment of Bonus Act, 1965 is applicable to the respondent institution. RW1 Shri Ramesh Chander has admitted in his cross-examination that the members of the union have not been given bonus. The Payment of Bonus Act, 1965 clearly mention that it is applicable to factory and other establishment in which 20 or more person are employed. The list of employees Ext.

PW1/O which has not been expressly disputed by the respondent clearly mentioned 26 employee of the respondent who are members of the union. The Hon'ble Supreme Court in **The Management of Worth Trust vs. The Secretary, Worth Trust Workers Union, INSC 432 decided on 02.4.2025** has held in para no.15 as follows:—

> *"The appellant's contention that it is exempted under Section 32(v) of the Bonus Act is without any merit, and the Tribunal rightly observed that there is no evidence to show that the appellant-trust is run by Indian Red Cross Society or that the appellant is an institution similar to Indian Red Cross Society. Nor can it be said that appellant is an institution exempted under section 32(v) (c) of the Bonus Act. The learned Single Judge of the High Court also noted that since the year 1985, appellant has been engaged in commercial activities, and it is not dependent upon the Red Cross Society".*

16. RW1 Shri Ramesh Chander has stated in his cross-examination *"It is correct that our Trust charges the visitors with visitation fee. It is also correct that our Trust sells certain p;rints viz. souvenirs. It is incorrect that members of petitioner union were employed as daily wagers. It is correct that the members of petitioner union were engaged pursuant to approval of Deputy Commissioner. Self stated some appointments were made by Russian Curator and some by Deputy Commissioner and some with the approval of Board of Trustees. It is correct that Chief Minister of Himachal Pradesh is the President of Board of Trustees and Deputy Commissioner, Kullu is one of the Directors of respondent Trust. It is correct that my appointment has been made by the Government of Himachal Pradesh. It is correct that our Accountant Mr. Amarjeet has also been appointed by the Government of Himachal Pradesh. It is correct that the members of petitioner union have never been given bonus. Women workers are given holidays on account of Raksha Bandhan, Bhai Dooj and Karva Chauth. It is correct that members of union have not been regularized despite working for 15 to 20 years. It is correct that the Government of Himachal Pradesh has sanctioned 30 lakhs for salaries to the employees of the Trust. It is correct that additional 36 lakhs rupees were also sought from the Government for payment of salaries. Self stated that amount has also been received".*

17. Similarly RW2 Shri Amarjeet has also mentioned in his cross-examination that *"मैं वर्ष 2011 से बतौर accountant IRMT में नियुक्त हूँ। मुझे DC कुल्लू द्वारा उनके behalf पर गवाही देने के लिये अधिकृत किया गया है। जिस बारा noting sheet पर DC कुल्लू ने 13.10.2025 को हस्ताक्षर किये हैं जो कि Ex RX1 है। यह ठीक है कि ट्रस्ट का control व supervision हिमाचल सरकार के under है। यह ठीक है कि टिकट के अलावा paintings के reprint को sale कर के income generate कि जाती है। paintings के reprint को sale की permission DC द्वारा Secretary LAC से लेकर दी जाती है। खुद कहा कि अगर reprint कि value 10000/- से ऊपर हो तभी permission ली जाती है"।*

18. The above statements make it clear that respondent institution is involved in commercial activities like visitors fees, print and sale of printings and addition to which Government of Himachal Pradesh has sanctioned Rs.30 lakhs for the salaries and 36 lakhs again sought thereafter it also been received from the Government of H.P. RW2 Shri Amarjeet has very clearly stated that control and supervision is that of Government of H.P. The copy of balance sheet for the year 2024-2025 Ext. RW2/E is produced in order to show that trust is only earning meagre funds and is unable to pay regular scale to its Class-III and Class-IV employees. It is pertinent to mention here that RW1 Shri Ramesh Chander, Curator and RW2 Shri Amarjeet have admitted that they were appointed by Government of Himachal Pradesh. The trust deed produced on record by the petitioners is agreement between International Centre of Roerich and the International Roerich Memorial Trust, Naggar, India. Most important appointments of the management of the trust are made by approval of the government and their salaries is also paid by the Government. In these circumstances the contention of the respondent management that the workers/petitioners are only

working under the control and supervision of management of IRMT is merely camouflage infact the petitioners are working under the control and supervision of Deputy Commissioner, Kullu and State of HP. The agreement Ext. PW1/D is between Government of Himachal Pradesh, Director of Language, Art and Culture with the Russia counter parts.

19. Once it is established that trust is being run by the funds actually earned from commercial activities undertaken by it and also grant made by government of Himachal Pradesh for the appointment and salary of its employees labour laws are duly applicable to the said institution.

20. RW1 Shri Ramesh Chander has admitted that members of union have not been regularized despite working for 15-20 years. Petitioners has examined PW2 Shri Sandeep Kumar who has produced on record documents along-with copy of master scale Ext. PW2/A and revised pay scale Ext. PW2/B who have deposed that its employees are getting regular pay scale except D.A. He has also mentioned yearly income of trust is about one crore. Going by above analogy and fact that respondents are proved to be involved in commercial activities. The petitioners who are admittedly working since 15-20 years are now legally demanding their regularization of service. Agreement Ext. RW2/B and Ext. RW2/C are not of much advantage to the respondents as the said agreements were entered in the years 2009 and 2010 are blatant violation of Section 2 (ra) and Entry No.10 of Fifth Schedule of the Industrial Disputes Act, 1947 clearly pointing towards unfair labour practice being carried out by the respondent trust. The Hon'ble Supreme Court in **Jaggo vs. Union of India** has held in paras no. 21 to 28 as follows:

21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

23. The International Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration6 encourages companies to provide stable employment and to observe obligations concerning employment stability and social 6 International Labour Organization- Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.

24. The landmark judgement of the United State in the case of Vizcaino v. Microsoft Corporation7 serves as a pertinent example from the private sector, illustrating the consequences

of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade longterm obligations owed to employees. These practices manifest in several ways:—

• Misuse of "Temporary" Labels: Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

• Arbitrary Termination: Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

• Lack of Career Progression: Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

• Using Outsourcing as a Shield: Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

• Denial of Basic Rights and Benefits: Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities.

Government departments often cite the judgment in Uma Devi (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

27. In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.

28. In view of the above discussion and findings, the appeals are allowed. The impugned orders passed by the High Court and the Tribunal are set aside and the original application is allowed to the following extent: i. The termination orders dated 27.10.2018 are quashed; ii. The appellants shall be taken back on duty forthwith and their services regularised forthwith. However, the appellants shall not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits.

21. It is proved from the evidence on record that various other charitable institutions are also paying regular pay scale to the employee working with them. It is clear that the respondent in addition to the charitable and culture activities are also involved in commercial activities earning funds independently for the purposes of their expenditure, in addition to it the government having substantial control supervision and is also providing funds for the payment of salary of the workmen. In these circumstances the petitioners fall within the definition of workmen and the respondent trust being a charitable trust is clearly under an obligation to implement the labour laws. The petitioners are held entitled for yearly bonus and the regularization of their services after completion of eight years from the date of their initial appointment as per policy of government of Himachal Pradesh along-with arrears and revision of pay scale from time to time.

22. Considering the fact that respondent trust is under an obligation to implement the labour laws the demands of the petitioner union regarding providing maternity benefits of the women workers also giving holidays to the women works as directed by the State Government of Himachal Pradesh are also applicable to the respondent management. No specific evidence has been led by the petitioners to show their employment prior to year 2009. The petitioners are deemed to be in the regular service of the respondent from the date of their initial appointment i.e. 2009 and 2010 onwards. In these circumstances the demand regarding change of service condition from daily wages to contract basis shall become redundant. Petitioners are admittedly working with the respondent since last 15-20 years. In these circumstances the respondents are under an obligation to provide the copy of rules and procedure of the respondent management to the petitioners and the petitioners are also held entitled for the benefit of earned leave and casual leave as per Section 79 of the Factories Act, 1948. This issue no.1 is accordingly partly decided in the favour of the petitioners/workmen.

Issue No. 2

23. In accordance with findings given with respect to issue no.1 above the petitioners who are members of the IRMT Workers Union are held entitled for the benefits of Payment of Bonus Act, 1965 along-with arrears since the date of their initial employment. They are also held entitled for regularization as per the policy of the State Government after completion of eight years of continuous service as well as pay scales revised from time to time. Petitioners are held entitled for benefit under Maternity Benefits Act, earned leave under Section 79 of the Factories Act, 1948. Hence this issue is decided accordingly.

Issues 2(a) to 2(d)

24. The onus of proving these issues was on the respondents. It has appeared from the evidence on record that respondents institution in addition to it charitable and culture function is also involved in commercial activities hence duly falls within the definition of an industry under Section 2(J) of the Industrial Disputes Act. This court has jurisdiction to adjudicate the reference made by the appropriate authority. The relationship of employer and employees has been denied as per the preliminary objections however it is admitted by the witnesses of the respondents that the petitioners are working with respondent continuously for last 15-20 years. Thus the petitioners have cause of action and the relationship of employer and employee has been duly established. Issues no. 2(a) to 2(d) are accordingly decided in the favour of the petitioners.

RELIEF

25. In view of my discussion on the issues no. 1 to 3 as well as issues no.2 (a) to 2 (d) above, the claim petition succeeds and is partly allowed. The petitioners who are members of the IRMT Workers Union are held entitled for the benefits of Payment of Bonus Act, 1965 along-with arrears since the date of their initial employment. They are also held entitled for regularization as per the policy of the State Government after completion of eight years of continuous service as well as pay scales revised from time to time along-with arrears. Petitioners are held entitled for benefit under Maternity Benefits Act, earned leave under Section 79 of the Factories Act, 1948. Parties are left to bear their costs.

26. The reference is answered in aforesaid terms. A copy of this Award be sent to the appropriate Government for publication in the official gazette. File after due completion be consigned to the Record Room.

Announced in the open Court today, this 30th day of October, 2025.

Sd/-
(PARVEEN CHAUHAN**),**
Presiding Judge,
Labour Court-cum-*Industrial Tribunal,*
Kangra at Dharamshala, H.P.

कार्मिक विभाग (नियुक्ति-।।)

अधिसूचना

शिमला-171002, 02 **जनवरी, 2026**

संख्याः पर(एपी-बी)ई(3)-5/2020-Part.—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 318 **के खण्ड (क)** द्वारा **प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना संख्या** 8-3/72-**डीपी (नियुक्ति-।।) तारीख** 15-5-1974 द्वारा **हिमाचल प्रदेश पब्लिक सर्विस कमीशन (मैम्बर्स)** रेगूलेशन्स**,** 1974 **में और संशोधन करने के लिए निम्नलिखित** रेगूलेशन्स **बनाते है, अर्थात्:—**

1. **<u>संक्षिप्त नाम और प्रारम्भ:-</u>** (1) **इन** रेगूलेशन्स **का संक्षिप्त नाम हिमाचल प्रदेश पब्लिक सर्विस कमीशन (मैम्बर्स) अमेंडमेंट** रेगूलेशन्स, **2026 है ।**

(2) **ये** रेगूलेशन्स **तारीख 23 अगस्त, 2025 से प्रवृत्र हुए समझे जाएंगे।**

2. **<u>रेगुलेशन 11-ए का संशोधन :-</u>** **हिमाचल प्रदेश पब्लिक सर्विस कमीशन (मैम्बर्स)** रेगूलेशन्स, 1974 **के रेगुलेशन** 11-**ए के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:-**

"11**-A.** The Chairman or a Member, who at the date of his appointment as such was not in the service of the Central Government or a State Government, a local authority, a University, a privately managed recognized school or affiliated college or any other body wholly or substantially owned or controlled by the State Government of Himachal Pradesh shall on his ceasing to hold office as Chairman or Member be paid a fixed amount of pension for his life at the rate of ₹ 8000/- (Rupees eight thousand) per month in the case of Chairman and ₹ 7500/- (Rupees seven thousand five hundred) per month in the case of Member for each completed year of service as Chairman or Member, as the case may be, subject to a maximum of ₹ 48,000/- (Rupees forty eight thousand) per month in the case of Chairman and ₹ 45,000/- (Rupees forty five

thousand) per month in the case of Member with an increase @ 6% every year on the basic pension determined in the manner as provided above."

आदेश द्वारा,

संजय गुप्ता,
मुख्य सचिव।

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(Authoritative English text of this Department Notification No. Per.(AP.B)E(3)-5/2020-Part dated 02.01.2026 as required under article 348(3) of the Constitution of India)

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PERSONNEL DEPARTMENT (AP.II)

NOTIFICATION

Shimla-171002, 2nd January, 2026

No. Per(AP.B)-E(3)-5/2020-Part.— In exercise of the powers conferred by sub-clause (a) of article 318 of the Constitution of India, the Governor, Himachal Pradesh is pleased to make the following regulations further to amend the Himachal Pradesh Public Service Commission (Members) Regulations, 1974, notified vide this department Notification No. 8-3/72-DP(Apptt.-II) dated 15th May, 1974, namely:—

1. **SHORT TITLE AND COMMENCEMENT:**

(i) These regulations may be called the Himachal Pradesh Public Service Commission (Members) Amendment Regulations, 2026.

(ii) They shall be deemed to have come into force from 23rd August, 2025.

2. **AMENDMENT OF REGULATION 11-A.—**For the regulation 11-A of the Himachal Pradesh Public Service Commission (Members) Regulations, 1974, the following shall be substituted namely.-

"11-A. The Chairman or a Member, who at the date of his appointment as such was not in the service of the Central Government or a State Government, a local authority, a University, a privately managed recognized school or affiliated college or any other body wholly or substantially owned or controlled by the State Government of Himachal Pradesh shall on his ceasing to hold office as Chairman or Member be paid a fixed amount of pension for his life at the rate of ₹ 8000/- (Rupees eight thousand) per month in the case of Chairman and ₹ 7500/- (Rupees

seven thousand five hundred) per month in the case of Member for each completed year of service as Chairman or Member, as the case may be, subject to a maximum of ₹ 48,000/- (Rupees forty eight thousand) per month in the case of Chairman and ₹ 45,000/- (Rupees forty five thousand) per month in the case of Member with an increase @ 6% every year on the basic pension determined in the manner as provided above."

By order,
SANJAY GUPTA,
Chief Secretary.

———————

नियन्त्रक, मुद्रण तथा लेखन सामग्री, हिमाचल प्रदेश, शिमला–5 द्वारा मुद्रित तथा प्रकाशित
इलेक्ट्रॉनिक हस्ताक्षरित राजपत्र, वैबसाइट http://rajpatrahimachal.nic.in पर उपलब्ध है एवम् ऑनलाइन सत्यापित किया जा सकता है।